

1 Taras P. Kick (State Bar No. 143379)
2 Graig R. Woodburn (State Bar No. 134097)
3 Thomas A. Segal (State Bar No. 222791)
4 THE KICK LAW FIRM, APC
5 900 Wilshire Blvd., Suite 230
6 Los Angeles, California 90017
7 Telephone: (213) 624-1588
8 Facsimile: (213) 624-1589

9 Counsel for Plaintiff

10 DAVID M. WALSH (SB# 120761)
11 (davidwalsh@paulhastings.com)
12 RONALD M. OSTER (SB# 57954)
13 (ronaldoster@paulhastings.com)
14 GEOFFREY T. STOVER (SB# 211715)
15 (geoffstover@paulhastings.com)
16 PAUL, HASTINGS, JANOFKY & WALKER LLP
17 515 South Flower Street
18 Twenty-Fifth Floor
19 Los Angeles, CA 90071-2228
20 Telephone: (213) 683-6000
21 Facsimile: (213) 627-0705

22 Attorneys for Defendants
23 ASURION CORPORATION,
24 ASURION INSURANCE SERVICES, INC. and
25 T-MOBILE USA, INC.

26 UNITED STATES DISTRICT COURT
27 CENTRAL DISTRICT OF CALIFORNIA
28

19 WINEESA COLE, individually, and on
20 behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 ASURION CORPORATION, a
24 Delaware corporation; ASURION
25 INSURANCE SERVICES, INC., a
26 Tennessee corporation; T-MOBILE
27 USA, INC., a Delaware corporation;
28 LIBERTY MUTUAL INSURANCE
CORPORATION, a Massachusetts
corporation; and DOES 1-500,

Defendants.

CASE NO. CV-06-6649-PSG (JTLx)

**CONFIDENTIALITY
STIPULATION AND
PROTECTIVE ORDER**

1 The parties, Plaintiff Wineesa Cole (“Plaintiff”) and Defendants
2 Asurion Corporation, Asurion Insurance Services, Inc. and T-Mobile USA, Inc.
3 (“Defendants”), through their respective counsel of record, hereby stipulate as
4 follows:

5 1. This Confidentiality Stipulation and Protective Order (“Protective
6 Order”) shall govern all answers, documents and other discovery materials –
7 including, but not limited to, documents as that term is defined in Federal Rules of
8 Evidence, deposition transcripts, answers to interrogatories and any other written,
9 electronic or recorded material – produced by any party and/or non-party to the
10 above-entitled Action in response to any discovery requests made therein.
11

12 2. Whenever, in the opinion of (a) any party to this Action, responding to
13 any discovery request, or (b) any non-party to this Action responding to a
14 subpoena, such response would reveal information which such party (hereinafter
15 “the designating party”) in good faith believes to constitute confidential commercial
16 information or a trade secret of such a nature that the disclosure of such material
17 could have a negative competitive impact, the designating party shall have the right
18 to designate such information as “CONFIDENTIAL” (hereinafter
19 “CONFIDENTIAL MATERIAL” or “CONFIDENTIAL”). Such designation must
20 occur within 5 days of the discovery response.

21 3. The party to whom such CONFIDENTIAL MATERIAL is disclosed
22 (hereinafter the “receiving party”) and its attorneys shall maintain the
23 CONFIDENTIAL MATERIAL pursuant to the terms of this Protective Order.
24

25 4. The designation of CONFIDENTIAL MATERIAL shall be made by
26 marking the first page of a document wherein such CONFIDENTIAL MATERIAL
27 is contained with the word “CONFIDENTIAL.” Any document, answer to an
28 interrogatory, answer to request for admissions, or any portion of any deposition

1 transcript containing a designation of "CONFIDENTIAL" information contained
2 therein, and any copies, summaries, charts or notes made therefrom, shall be
3 deemed CONFIDENTIAL MATERIAL and shall be treated as such pursuant to the
4 terms of this Protective Order.

5
6 5. With respect to the examination of witnesses upon oral deposition,
7 when CONFIDENTIAL MATERIAL is supplied and/or when the deponent's
8 testimony contains CONFIDENTIAL MATERIAL, the reporter shall be informed
9 of this Protective Order by the party seeking confidentiality and will be required to
10 operate in a manner consistent therewith. The reporter shall place on the cover of
11 any deposition transcript which contains any CONFIDENTIAL MATERIAL the
12 words "CONTAINS CONFIDENTIAL MATERIAL." Counsel for the respective
13 parties to this Action shall take appropriate steps to prevent any portions of any
14 deposition transcript designated "Confidential" from being disclosed to any person
15 except as provided in this Stipulated Protective Order.

16 6. CONFIDENTIAL MATERIAL may, for the purpose of this Action, be
17 disclosed only to

- 18
19 a. the undersigned attorneys, including such attorneys' professional,
20 stenographic, paralegal, clerical and other employees who have direct,
21 functional responsibility for the preparation and trial of this Action,
22 which is defined as Cole v. Asurion Corporation, et al.;
- 23 b. persons who are employed or otherwise bound by counsel to furnish
24 expert, consultant or litigation support services, to give expert
25 testimony, or otherwise to aid in the preparation for trial of this Action,
26 provided that prior to such disclosure such person to whom disclosure
27 of CONFIDENTIAL MATERIAL is to be made shall acknowledge
28 and confirm by way of a Declaration, in the form of Exhibit A hereto,

1 that he or she has read this Protective Order and agrees to comply with
2 its terms;

3 c. the Court as set forth in this Protective Order;

4
5 d. a deponent during the deponent's deposition in this Action, or to any
6 witness during the witness' testimony in this action;

7 e. the parties, or such officers or employees of the receiving party who
8 are responsible for making or recommending decisions about this
9 Action, or whose expertise is required by the party in connection with
10 this Action;

11
12 f. any other person as to whom the parties in writing agree.

13 7. The attorneys for the respective parties to this Action shall maintain a
14 file of any Declarations. Such Declarations shall be made available as ordered by
15 the Court upon a showing of good cause.

16
17 8. Any party may object to the propriety of the designation of the specific
18 material as CONFIDENTIAL by serving a written objection on the designating
19 party or its counsel. If the non-designating party timely objects to the propriety of
20 the designation of the specific material as CONFIDENTIAL, the designating party
21 shall have 20 days to move the Court for an order to declare such materials
22 CONFIDENTIAL. If the designating party fails to timely seek such an order, the
23 materials will no longer be deemed CONFIDENTIAL.

24 9. Any party who intends to file materials designated with the Court as
25 CONFIDENTIAL will give notice to the designating party of at least ten days prior
26 to the date of the proposed filing. If the designating party wishes the documents to
27 be filed under seal the designating party must then file an application pursuant to
28

1 Local Rule 79-5.1 no later than 72 hours before the due date of the filing which will
2 contain the CONFIDENTIAL MATERIAL. The designating party will have the
3 burden of establishing under applicable law that the materials should be sealed.

4
5 10. Prior to the trial of this Action, counsel of record for the parties shall
6 meet and attempt to agree on an appropriate form of order to submit to the Court
7 regarding the confidential status, if any, to be afforded to any CONFIDENTIAL
8 MATERIAL which may be disclosed during the course of trial.

9 11. The provisions of this Protective Order apply to all proceedings in this
10 matter, including all appeals and proceedings upon remand.

11
12 12. Upon final disposition of this Action, including all appeals there from,
13 upon notification by the designating party, counsel for each receiving party shall
14 assemble and either destroy or return to counsel for the designating party all
15 CONFIDENTIAL MATERIAL (including all copies, extracts, abstracts, charts and
16 summaries of the material, whether written or otherwise recorded). If the receiving
17 party elects to destroy any of the documents (including all copies, extracts,
18 abstracts, charts and summaries thereof), he shall certify in writing to the
19 designating party that he has done so and shall certify that he retains no such
20 documents including all copies, extracts, abstracts, charts and summaries thereof.

21 13. Inadvertent production of any document or other information that a
22 party to this Action or non-party witness believes should be designated
23 CONFIDENTIAL MATERIAL during discovery, or otherwise, may be
24 retroactively designated by written notice designating each document by Bates
25 number or other identifying information and shall be treated as so indicated from
26 the date written notice of the designation is received.

1 No part of the restrictions imposed by this Protective Order may be
2 terminated, except by written stipulation executed by counsel for each designating
3 party or by an order of this Court for good cause shown. The final disposition of
4 this Action shall not relieve any person who has received CONFIDENTIAL
5 MATERIAL from the obligations imposed by this Protective Order.

6 The Court may modify this Order *sua sponte* in the interests of justice. This
7 Order is subject to other modifications based on public policy or other
8 considerations.

9
10 IT IS SO ORDERED.

11
12 DATED: August 18, 2009

13
14 _____
15 /s/
16 Honorable Jacqueline Chooljian

17 IT IS SO STIPULATED.
18
19
20
21
22
23
24
25
26
27
28

1 DATED: August 14, 2009

DAVID M. WALSH
RONALD M. OSTER
GEOFFREY T. STOVER
PAUL, HASTINGS, JANOFSKY & WALKER
LLP

5 By: _____/s/_____
6 GEOFFREY STOVER, ESQ.

7 Attorneys for Defendants
8 ASURION CORPORATION, ASURION
INSURANCE SERVICES, INC. and T-MOBILE
USA, INC.

10 DATED: August 14, 2009

TARAS KICK, ESQ.,
CRAIG WOODBURN, ESQ.,
G. JAMES STRENIO, ESQ.,
THOMAS SEGAL, ESQ.
THE KICK LAW FIRM, APC

14 By: _____/s/_____
15 MATTHEW E. HESS, ESQ.

16 Attorneys for Plaintiff
17 WINEESA COLE